

**EXHIBIT C**

Proposed Vendor Agreement

\_\_\_\_\_, LLC  
\_\_\_\_\_, 2024

TO: [Patient Care Critical Vendor]  
[Name]  
[Address]

Dear Valued Supplier:

As you are aware, South Hills Operations, LLC and twenty-one of its affiliates (collectively the “**Company**”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Western District of Pennsylvania (the “**Bankruptcy Case**” and the “**Bankruptcy Court**,” respectively) on \_\_\_\_\_ (the “**Petition Date**”). On the Petition Date, the Company requested the Bankruptcy Court’s authority to pay the prepetition claims of certain vendors who are critical to the provision of care to the residents of the Company’s nursing facilities. On [DATE], the Bankruptcy Court entered an order (the “**Order**”) authorizing the Company, under certain conditions, to pay the prepetition claims of certain patient care critical vendors that agree to the terms set forth below and to be bound by the terms of the Order. A copy of the Order is enclosed.

In order to receive payment on account of prepetition claims, you must agree to continue to supply goods and services to the Company based on “Customary Trade Terms.” In the Order, Customary Trade Terms are defined as on terms no less favorable than those in effect between you and the Company within the twelve (12) months prior to the Petition Date (including, but not limited to, credit limits, pricing, cash discounts, timing of payments, allowances, rebates, coupon reconciliation, normal product mix and availability, and other applicable terms and programs), or such other trade terms as you and the Company agree.

For purposes of administration of this trade program as authorized by the Bankruptcy Court, you and the Company both agree that:

1. The estimated accrued balance of the prepetition claim (net of any setoffs, credits, or discounts) that is due and owing is \$\_\_\_\_\_ (the “**Claim**”).
2. The Company hereby agrees to pay \$\_\_\_\_\_ (the “**Vendor Claim**”) on account of the Claim, subject to the terms and conditions set forth in this agreement, it being understood that the remaining amount of your Claim shall be forever released and waived. If you have already filed a proof of claim with the Bankruptcy Court, you will take all necessary steps to withdraw the proof of claim.
3. Nothing herein waives the Company’s or your rights under section 365 of the Bankruptcy Code.
4. You will provide Customary Trade Terms as follows (if more space is required, attach continuation pages), which credit terms shall be no less favorable than those in effect

between you and the Company at any time during the one-year period immediately before the Petition Date.

5. You will not demand a lump sum payment upon consummation of a plan of reorganization in the Bankruptcy Case on account of any administrative expense priority claim that you assert, but instead agree that such claims will be paid in the ordinary course of business after consummation of a plan under applicable Customary Trade Terms, if the plan provides for the ongoing operations of the Company.

6. Payment of your Vendor Claim in the manner set forth in the Order may only occur upon execution of this letter agreement by a duly authorized representative of your company and the return of this letter to the Company. The undersigned, a duly authorized representative of [Patient Care Critical Vendor], has reviewed the terms and provisions of the Order and agrees that [Patient Care Critical Vendor] is bound by such terms.

7. You will not separately seek payment for reclamation and similar claims outside of the terms of the Order unless your participation in the Vendor payment program authorized by the Order (the “**Vendor Payment Program**”) is terminated.

8. You will not file or otherwise assert against the Company, the bankruptcy estates, or any other person or entity or any of their respective assets or property (real or personal) any lien (regardless of the statute or other legal authority upon which such lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to you by the Company arising from agreements entered into prior to the Petition Date. Furthermore, you agree to take (at your own expense) all necessary steps to remove any such lien as soon as possible.

9. If either the Vendor Payment Program or your participation therein terminates as provided in the Order, or you later refuse to continue to supply goods to the Company on Customary Trade Terms during the pendency of the Bankruptcy Case, (a) any payments received by you on account of your Vendor Claim (including claims arising under section 503(b)(9) of the Bankruptcy Code) will be deemed to have been in payment of postpetition obligations owed to you, (b) you will immediately repay to the Company any payments made to you on account of your Vendor Claim to the extent that the aggregate amount of such payments exceeds the postpetition obligations, without the right of any setoffs, reclamation, or other rights, and (c) your Vendor Claim will become a general unsecured claim that may be impaired under the Company’s bankruptcy plan.

10. Any dispute with respect to this letter agreement, the Order, and/or your participation in the Vendor Payment Program shall be determined by the Bankruptcy Court.

11. You will keep the existence and the terms of this letter agreement confidential and will not disclose it to any person or entity without the prior written consent of the Company, other than as required by law to any court or governmental authority.

If you have any questions about this Agreement or our financial restructuring, please do not hesitate to call.

Sincerely,

\_\_\_\_\_, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

AGREED AND ACCEPTED BY:

[VENDOR]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_